

Dated: 1/2/2020



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Case No: 3:19-bk-1971
CAPSTONE PEDIATRICS, PLLC,)	Chapter 11
)	Judge Randal S. Mashburn
Debtor.)	

**THIRD AGREED ORDER AND STIPULATION EXTENDING THE TIME FOR THE
DEBTOR TO ASSUME OR REJECT AN UNEXPIRED LEASE
(CLARKSVILLE LEASE)**

As evidenced by the signatures of counsel for the parties below, Capstone Pediatrics, LLC (“Debtor”) and ARHC GMCLKTN01, LLC (“Landlord”) hereby agree and stipulate that the Debtor shall be entitled to an extension from December 31, 2019 to January 31, 2020, in which the Debtor may determine whether or not it will assume or reject the lease with the Landlord.

In support hereof, the parties stipulate, effective as of December 31, 2019, and have requested that the Court enter its order as follows:

A. On March 28, 2019, the Debtor filed its Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code (the “Petition Date”).

B. The Debtor and Landlord are parties to a Lease (the “Clarksville Lease”) of non-residential real property and improvements, located at 647 Dunlop Lane, Clarksville, TN (“Premises”).

C. The Debtor has not filed a motion to assume or reject the Clarksville Lease in this case.

D. The initial deadline under 11 U.S.C. § 365(d)(4)(A)(i) for the Debtor's assumption or rejection of the Clarksville Lease would have expired on July 26, 2019.

E. The Debtor and the Landlord submitted and the Court entered the (1) the *Agreed Order and Stipulation Extending the Time for the Debtor to Assume or Reject an Unexpired Lease* on August 12, 2019 (Doc. No. 130) and (2) *Second Agreed Order and Stipulation Extending the Time for the Debtor to Assume or Reject an Unexpired Lease* on October 28, 2019 (Doc. No. 163) which allowed the Debtor additional time until December 31, 2019, to make its determination of whether to assume or reject the Clarksville Lease.

F. The Debtor and the Landlord are in agreement, and the Landlord has consented, that the Debtor should be allowed additional time from December 31, 2019, and until January 31, 2020, to make its determination of whether to assume or reject the Clarksville Lease.

G. In accordance with 11 U.S.C. § 365(d)(3), the Debtor shall continue to timely perform all of its obligations under the Clarksville Lease until the Clarksville Lease is assumed or rejected.

H. The Premises are utilized for one of the Debtor's pediatric clinics and is vital to the Debtor's current operations.

AND it appearing to the Court that good and sufficient cause exists for the relief set forth herein and that, based on the parties' agreement as evidenced by the signatures below, no notice and hearing is required for the entry of this Order,

It is hereby ORDERED that:

1. Pursuant to 11 U.S.C. § 365(d)(4)(B)(i), the Debtor shall have until and including January 31, 2020, in which to file and serve a motion to assume or reject the Clarksville Lease; and

2. Any further extensions of the assumption-or-rejection deadline will only be granted with the Landlord's prior written consent and in compliance with 11 U.S.C. § 365(d)(4).

This Order was signed and entered electronically as indicated at the top of the first page.

APPROVED FOR ENTRY:

/s/ David W. Houston, IV

David W. Houston, IV (20802)

Emily Taube (019323)

BURR & FORMAN LLP

222 Second Avenue South, Suite 2000

Nashville, Tennessee 37201

Telephone: (615) 724-3215

Facsimile: (615) 724-3315

Email: dhouston@burr.com; etaube@burr.com

Attorney for Debtor Capstone Pediatrics, PLLC

/s/Joshua L. Burgener (with permission)

Joshua L. Burgener

DICKINSON WRIGHT LLP

424 Church Street, Suite 800

Nashville, Tennessee 37219

Telephone: (615) 244-6538

Facsimile: (844) 670-6009

Email: JBurgener@dickinsonwright.com

Attorney for Landlord

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.